

**Final Terms dated 7 October 2010**



**L'Air Liquide S.A.**

**Air Liquide Finance**

Euro 6,000,000,000

Euro Medium Term Note Programme

for the issue of Notes

Due from one month from the date of original issue

**SERIES NO: 11**

**TRANCHE NO: 1**

**Euro 456,750,000 2.908 per cent. Notes due October 2018 (the "Notes")**

**Issued by: L'Air Liquide S.A. (the "Issuer")**

Issue Price: 100 per cent.

**BNP PARIBAS**

**Citi**

**HSBC**

**Natixis**

## PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Debt Issuance Programme Prospectus dated 7 July 2010 and the supplement to the Debt Issuance Programme Prospectus dated 23 September 2010 which together constitute a base prospectus for the purposes of the Prospectus Directive (Directive 2003/71/EC) (the “**Prospectus Directive**”). This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with such Debt Issuance Programme Prospectus as so supplemented. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Debt Issuance Programme Prospectus as so supplemented. The Debt Issuance Programme Prospectus and the supplement to the Debt Issuance Programme Prospectus are available for viewing at the office of the Fiscal Agent or each of the Paying Agents and on the websites of (a) the Luxembourg Stock Exchange ([www.bourse.lu](http://www.bourse.lu)) and (b) the Issuer ([www.airliquide.com](http://www.airliquide.com)) and copies may be obtained from L’Air Liquide S.A., 75, quai d’Orsay, 75007 Paris, France.

|    |  |   |
|----|--|---|
| 1  | (i) Issuer:  | L’Air Liquide S.A.  |
|    | (ii) Guarantor:  | Not Applicable  |
| 2  | (i) Series Number:   | 11  |
|    | (ii) Tranche Number:   | 1   |
| 3  | Specified Currency or Currencies:                                      | Euro (“ <b>EUR</b> ”)   |
| 4  | Aggregate Nominal Amount:  |   |
|    | (i) Series:  | EUR 456,750,000   |
|    | (ii) Tranche:  | EUR 456,750,000   |
| 5  | Issue Price:   | 100 per cent. of the Aggregate Nominal Amount   |
| 6  | Specified Denomination(s):   | EUR 50,000  |
| 7  | (i) Issue Date:  | 12 October 2010   |
|    | (ii) Interest Commencement Date:                                       | 12 October 2010   |
| 8  | Maturity Date:   | 12 October 2018   |
| 9  | Interest Basis:  | 2.908 per cent. Fixed Rate<br>(further particulars specified below)   |
| 10 | Redemption/Payment Basis:  | Redemption at par   |
| 11 | Change of Interest or Redemption/Payment Basis:                        | Not Applicable  |
| 12 | Put/Call Options:  | Investor Put<br>(further particulars specified below)   |
| 13 | (i) Status of the Notes:   | Unsubordinated Notes  |
|    | (ii) Status of the Guarantee:  | Not Applicable  |
|    | (iii) Dates of the corporate authorisations for issuance of the Notes: | Resolution of the shareholders' meeting of the Issuer dated 7 May 2008 authorising the <i>Conseil d'administration</i> of the Issuer to issue <i>obligations</i> up |

to a maximum of Euro 8 billion, decision of the *Conseil d'administration* of the Issuer dated 5 May 2010 authorising the issue of *obligations* up to a maximum aggregate amount of Euro 6 billion and decision of Mr. Pierre Dufour, *Directeur Général Délégué* of the Issuer dated 6 October 2010 deciding on the issue of the Notes and determining their terms and conditions.

14 Method of distribution: Syndicated

#### PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

|    |  |   |
|----|--|---|
| 15 | Fixed Rate Note Provisions   | Applicable  |
|    | (i) Rate of Interest:  | 2.908 per cent. per annum payable annually in arrear  |
|    | (ii) Interest Payment Date(s):   | 12 October in each year commencing on 12 October 2011 |
|    | (iii) Fixed Coupon Amount:   | EUR 1,454 per EUR 50,000 in Nominal Amount            |
|    | (iv) Broken Amounts:   | Not Applicable  |
|    | (v) Day Count Fraction (Condition 6(a)):   | Actual/Actual-ICMA                                    |
|    | (vi) Determination Date(s) (Condition 6(a)):   | 12 October in each year                               |
|    | (vii) Other terms relating to the method of calculating interest for Fixed Rate Notes: | Not Applicable  |
| 16 | Floating Rate Note Provisions  | Not Applicable  |
| 17 | Zero Coupon Note Provisions  | Not Applicable  |
| 18 | Index-Linked Interest Note Provisions/other variable-linked interest Note Provisions   | Not Applicable  |
| 19 | Dual Currency Note Provisions  | Not Applicable  |

#### PROVISIONS RELATING TO REDEMPTION

|    |  |  |
|----|--|--|
| 20 | Call Option  | Not Applicable   |
| 21 | Put Option   | Applicable – see Annexes                                 |
| 22 | Final Redemption Amount of each Note   | EUR 50,000 per Note of EUR 50,000 Specified Denomination |
| 23 | Early Redemption Amount  |  |
|    | (i) Early Redemption Amount(s) of each Note payable on redemption for taxation reasons (Condition 7(f)), for illegality (Condition 7(j)) or an event of default (Condition 10 and/or the method of calculating the same (if required or if different from that set out in the Conditions): | Nominal Amount   |

- |       |   |                |
|-------|---|----------------|
| (ii)  | Redemption for taxation reasons permitted on days others than Interest Payment Dates (Condition 7(f)):    | Yes            |
| (iii) | Unmatured Coupons to become void upon early redemption (Materialised Bearer Notes only) (Condition 8(f)): | Not Applicable |

#### GENERAL PROVISIONS APPLICABLE TO THE NOTES

- |    |  |  |
|----|--|--|
| 24 | Form of Notes:   | Dematerialised Notes   |
|    | (i) Form of Dematerialised Notes:  | Bearer dematerialised form ( <i>au porteur</i> )   |
|    | (ii) Registration Agent:   | Not Applicable   |
|    | (iii) Temporary Global Certificate:  | Not Applicable   |
|    | (iv) Applicable TEFRA exemption:   | Not Applicable   |
| 25 | Financial Centre(s) (Condition 8(h)) or other special provisions relating to payment dates:  | Not Applicable   |
| 26 | Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature):  | Not Applicable   |
| 27 | Details relating to Partly Paid Notes: amount of each payment comprising the Issue Price and date on which each payment is to be made and consequences (if any) of failure to pay: | Not Applicable   |
| 28 | Details relating to Instalment Notes: amount of each instalment, date on which each payment is to be made:   | Not Applicable   |
| 29 | Redenomination, renominalisation and reconventioning provisions:   | Not Applicable   |
| 30 | Consolidation provisions:  | Not Applicable   |
| 31 | Masse (Condition 12):  | <p>Applicable</p> <p>The initial Representative will be:</p> <p>Alice Bonardi<br/>3 rue Taitbout<br/>75009 Paris<br/>France</p> <p>The alternate Representative will be:</p> <p>Eric Noyer<br/>10 Harewood Avenue<br/>London NW1 6AA<br/>United Kingdom</p> <p>The Representative will not be remunerated.</p> |
| 32 | Other terms or special conditions:   | Not Applicable   |

#### DISTRIBUTION

- |    |   |   |
|----|---|---|
| 33 | (i) If syndicated, names of Managers:         | BNP PARIBAS<br>Citigroup Global Markets Limited<br>HSBC Bank plc<br>NATIXIS |
|    | (ii) Date of subscription agreement (if any): | 7 October 2010  |
|    | (iii) Stabilising Manager(s) (if any):        | BNP PARIBAS   |
|    | (iv) Dealer's commission:                     | Not Applicable  |
| 34 | If non-syndicated, name of Dealer:            | Not Applicable  |
| 35 | Additional selling restrictions:              | Not Applicable  |

#### **GENERAL**

- |    |   |                |
|----|---|----------------|
| 36 | The aggregate principal amount of Notes issued has been translated into Euro at the rate of [•] producing a sum of: | Not Applicable |
|----|---|----------------|

#### **LISTING AND ADMISSION TO TRADING APPLICATION**

These Final Terms comprise the final terms required to list on the official list of the Luxembourg Stock Exchange and have admitted to trading on the Regulated Market of the Luxembourg Stock Exchange the Notes described herein pursuant to the Euro 6,000,000,000 Euro Medium Term Note Programme of L'Air Liquide S.A. and Air Liquide Finance.

#### **RESPONSIBILITY**

The Issuer accepts responsibility for the information contained in these Final Terms.

Signed on behalf of the Issuer:

By: Fabienne LECORVAISIER  
Duly authorised

## PART B – OTHER INFORMATION

### 1 RISK FACTORS

#### **Exercise of Put Option in respect of the Notes may affect the liquidity of the Notes in respect of which such Put Option is not exercised**

Depending on the number of the Notes in respect of which the Put Option (as described in Annex I to the Final Terms) is exercised in conjunction, if applicable, with any Notes purchased by the Issuer and cancelled, any trading market in respect of those Notes in respect of which such Put Option is not exercised may become less liquid or illiquid. In addition, investors may only be able to reinvest the moneys they receive upon such early redemption in securities with a lower yield than the redeemed or, as the case may be, purchased Notes.

### 2 LISTING AND ADMISSION TO TRADING

- |   |  |
|---|--|
| (i) Listing:  | Official list of the Luxembourg Stock Exchange.  |
| (ii) Admission to trading:  | Application has been made for the Notes to be admitted to trading on the Regulated Market of the Luxembourg Stock Exchange with effect from 12 October 2010. |
| (iii) Estimate of total expenses related to admission to trading: | EUR 4,680  |

### 3 RATINGS

- |          |  |
|----------|--|
| Ratings: | The Notes to be issued are rated :<br>S & P: A |
|----------|--|

### 4 INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE

Save as discussed in "Subscription and Sale", so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer.

### 5 REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES

- |                            |  |
|----------------------------|--|
| (i) Reasons for the offer: | The Notes are being issued (i) in connection with an exchange offer of the Issuer's outstanding:<br>- €400,000,000 5 per cent. notes due March 2013;<br>- €700,000,000 4.75 per cent. notes due June 2014; and<br>- €400,000,000 4.375 per cent. notes due June 2015;<br>the terms of which are further described in an offer memorandum dated 28 September 2010 and (ii) to extend the maturity of the financing operations for the acquisitions of Messer and Lurgi, by replacing part of the financing of such acquisitions made previously by means of bonds or French Commercial Paper ( <i>billets</i> |
|----------------------------|--|

*de trésorerie).*

(iii) Estimated total expenses: EUR 4,680

## **6 YIELD**

Indication of yield: 2.908 per cent. per annum.

The yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.

## **7 OPERATIONAL INFORMATION**

ISIN Code: FR0010948257

Common Code: 054701861

Depositories:

(i) Euroclear France to act as Central Depositary: Yes

(ii) Common Depositary for Euroclear and Clearstream Luxembourg: No

Any clearing system(s) other than Euroclear and Clearstream, Luxembourg and the relevant identification number(s): Euroclear France

Delivery: Delivery against payment

Names and addresses of additional Paying Agent(s) (if any): Not Applicable

## ANNEX I CHANGE OF CONTROL

The following provisions form part of these Final Terms and replaces Condition 7(d).

### PUT OPTION

If at any time while any Note remains outstanding there occurs (i) a Change of Control and (ii) within the Change of Control Period a Rating Downgrade occurs as a result of that Change of Control or as a result of a Potential Change of Control (the occurrence of (i) and (ii) together constitutes a **"Put Event"**), then the holder of each Note will have the option (the **"Put Option"**) (unless, prior to the giving of the Put Event Notice (as defined below), the Issuer gives notice of its intention to redeem the Note under Condition 7 of the Debt Issuance Programme Prospectus) to require the Issuer to redeem or, at the Issuer's option, to procure the purchase of that Note on the Optional Redemption Date (as defined below) at its principal amount together with (or, where purchased, together with an amount equal to) accrued interest to but excluding the Optional Redemption Date.

A **"Change of Control"** shall be deemed to have occurred at each time that any person or persons acting in concert come(s) to own or acquire(s) (i) more than 50 per cent. of the issued share capital of the Issuer or (b) such number of the shares in the capital of the Issuer carrying more than 50 per cent. of the voting rights.

**"Change of Control Period"** means:

- (i) Pursuant to a Change of Control, the period commencing on the date of the public announcement of the result (*avis de résultat*) by the *Autorité des marchés financiers* (the **"AMF"**) of the relevant Change of Control and ending on the date which is 90 days (inclusive) after the date of the public announcement by the AMF of the relevant Change of Control provided that (a) a Rating Downgrade occurs during that period and (b) such Rating Downgrade results from a Change of Control, or
- (ii) Pursuant to a Potential Change of Control, the period commencing 180 days prior to the date of the public announcement of the result (*avis de résultat*) by the AMF of the relevant Change of Control and ending on the date of such announcement (inclusive) provided that (a) a Rating Downgrade occurs during that period and (b) such Rating Downgrade results from a Potential Change of Control.

**"Rating Agency"** means Standard & Poor's Rating Services or any other rating agency of equivalent international standing requested from time to time by the Issuer to grant a rating to the Notes and, in each case, their respective successors or affiliates.

A **"Rating Downgrade"** shall be deemed to have occurred in respect of a Change of Control or in respect of a Potential Change of Control if within the Change of Control Period the rating previously assigned to the Notes by any Rating Agency is (x) withdrawn or (y) changed from an investment grade rating (BBB-, or its respective equivalents for the time being, or better) to a non-investment grade rating (BB+, or their respective equivalents for the time being, or worse) or (z) if the rating previously assigned to the Notes by any Rating Agency was below an investment grade rating (as described above), lowered by at least one full rating notch, provided that (i) a Rating Downgrade otherwise arising by virtue of a particular change in rating shall be deemed not to have occurred in respect of a particular Change of Control or Potential Change of Control, as the case may be, if the Rating Agency making the change in rating does not publicly announce or publicly confirm that the reduction was the result of the Change of Control or the Potential Change of Control, as the case may be, and (ii) any Rating Downgrade has to be confirmed in a letter, or other form of written communication, sent to the Issuer and publicly disclosed.



**“Potential Change of Control”** means any public announcement or statement by the Issuer, any actual or potential bidder relating to any potential Change of Control of the Issuer.

Promptly upon the Issuer becoming aware that a Put Event has occurred, the Issuer shall give notice (a **“Put Event Notice”**) to the Noteholders in accordance with Condition 16 of the Debt Issuance Programme Prospectus specifying the nature of the Put Event and the circumstances giving rise to it and the procedure for exercising the Put Option.

To exercise the Put Option to require redemption or, as the case may be, purchase of a Note following a Put Event, the holder of that Note must transfer or cause to be transferred by its Account Holder its Notes to be so redeemed to the account of the Fiscal Agent in the Put Option Notice for the account of the Issuer within the period (the **“Put Period”**) of 45 days after the Put Event Notice is given together with a duly signed and completed notice of exercise in the form (for the time being current) obtainable from the specified office of any Paying Agent (as applicable) (a **“Put Option Notice”**) and in which the holder may specify a bank account to which payment is to be made.

The Issuer shall redeem or, at the option of the Issuer procure the purchase of, the Notes in respect of which the Put Option has been validly exercised as provided above, and subject to the transfer of such Notes to the account of the Fiscal Agent for the account of the Issuer as described above on the date which is the fifth Business Day following the end of the Put Period (the **“Optional Redemption Date”**). Payment in respect of any Note so transferred will be made in Euro to the holder to the specified Euro-denominated bank account in the Put Option Notice on the Optional Redemption Date via the relevant Account Holders.

**ANNEX II**  
**FORM OF PUT OPTION NOTICE**

Put Option Notice in respect of the Notes held in Euroclear, Clearstream, Luxembourg or Euroclear France with the relevant Account Holder

**L’Air Liquide S.A.**

**Euro 456,750,000 2.908 per cent. Notes due October 2018 (the “Notes”)  
issued under the Euro 6,000,000,000 Euro Medium Term Note Programme**

When completed this Put Option Notice should be sent in writing to whichever of Euroclear, Clearstream, Luxembourg, Euroclear France or the relevant Account Holder records or will record on its books ownership of the Notes in respect of which the Put Option is being exercised, with a copy to the Fiscal Agent, to arrive, in each case, not later than 17.00 hours (Paris time) on [●] (being the 45th day after the publication of the Put Event Notice (such Put Event Notice having been published on [●])).

To:      \*Euroclear Bank S.A./N.V.  
            1 Boulevard du Roi Albert II  
            B-1210 Brussels

or:      \*Clearstream Banking, *société anonyme*  
            42 Avenue J.F. Kennedy  
            L-1855 Luxembourg

or:      \*[name of the relevant Account Holder]  
            [address of the relevant Account Holder]

Copy to: BNP Paribas Securities Services  
            Les Grands Moulins de Pantin  
            9, rue du Débarcadère  
            93500 Pantin  
            France

**This Put Option Notice will be treated as null and void if:**

**it is not duly completed or in the proper form or properly delivered (in the determination of Euroclear, Clearstream or the relevant Account Holder, as the case may be, and the Fiscal Agent);**

**it is not delivered by 17.00 hours (Paris time) on [●] (being the 45th day after the publication of the Put Event Notice (such Put Event Notice having been published on [●])); or**

**the number of Notes specified in this Put Option Notice exceeds on the Option Redemption Date the number of Notes held in the account specified herein.**

N.B.: Terms used in this notice shall have the meaning ascribed to them in the Conditions.

PLEASE USE BLOCK CAPITALS

- 1    Name(s) of Noteholder(s)**
- 2    Address(es) of Noteholder(s)**
- 3    Exercise of Put Option**

The undersigned, being the holder of Notes, hereby exercise(s) his/their\* Put Option with respect to the Notes referred to below.

#### **4 Number and aggregate principal amount of Notes being redeemed or, as the case may be, purchased**

The number and aggregate principal amount of Notes being redeemed or, as the case may be, purchased is as follows:

#### **5 Account to be debited with the Notes**

My/Our\* account at Euroclear/Clearstream, Luxembourg/Euroclear France/[the relevant Account Holder]\* to be debited with the Notes is as follows:

#### **6 Account to be credited with the redemption/purchase amount**

My/Our\* account with Euroclear/Clearstream Luxembourg/Euroclear France/[the relevant Account Holder]\* to be credited with the redemption/purchase amount is as follows:

#### **7 Instructions with respect to the Notes**

I/We\* hereby irrevocably instruct and authorise Euroclear/Clearstream Luxembourg/Euroclear France/[the relevant Account Holder]\* to debit immediately upon receipt of this notice the account indicated in section 5 above with the aggregate principal amount of Notes being redeemed or, as the case may be, purchased indicated in section 4 above and to credit the account indicated in section 6 above with the aggregate redemption/purchase amount of Notes being redeemed or, as the case may be, purchased indicated in section 4 above.

#### **8 Representations and warranties**

I/We\* hereby represent, warrant, understand and agree that, at the time of signing and delivery of this Put Option Notice the Notes to which this Put Option Notice relates are free from all liens, charges, encumbrances and other third party rights.

#### **9 Production of this Put Option Notice**

I/We\* hereby authorise the production of this Put Option Notice in any applicable administrative or legal proceedings.

#### **10 Acknowledgements**

I/We\* acknowledge that:

- 10.1** This Put Option Notice, once delivered to Euroclear, Clearstream or the relevant Account Holder, as the case may be, and the Fiscal Agent, shall be irrevocable and may not be withdrawn without the consent in writing of the Issuer.
- 10.2** I/We\* may not transfer any Note subject to this Put Option Notice following delivery of this Put Option Notice in accordance with Annex I to the Final Terms dated 7 October 2010 in respect of the Notes to Euroclear, Clearstream, Luxembourg, Euroclear France or the relevant Account Holder, as the case may be, and the Fiscal Agent.
- 10.3** This Put Option Notice shall only be valid to the extent that Euroclear, Clearstream, Luxembourg, Euroclear France or the relevant Account Holder, as the case may be, and the Fiscal Agent have not received conflicting prior instructions in respect of the Note(s) which is/are the subject of this Put Option Notice.

Signed

Dated

\* Delete as appropriate